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AGREEMENT

by and between the
**MONROE-WOODBURY CENTRAL
SCHOOL DISTRICT**



and
**CSEA, Local 1000 AFSCME,
AFL-CIO**



Monroe-Woodbury CSD Unit #7908
Orange County Local 836

July 1, 2003 - June 30, 2006

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INTRODUCTION

This Agreement made by and between the MONROE-WOODBURY CENTRAL SCHOOL DISTRICT (hereinafter referred to as the "Employer" or "District") and the MONROE-WOODBURY SCHOOL DISTRICT UNIT, CSEA, INC., LOCAL 1000, AFSCME, AFL-CIO (hereinafter referred to as the "CSEA" or "Association").

NOW, THEREFORE, in consideration of these premises, it is mutually agreed between the parties as follows:

ARTICLE I - Recognition and Definitions of Titles

A. Recognition

The Employer recognizes the CSEA as the sole and exclusive representative of all custodial, maintenance, and transportation personnel, excluding the Director of Buildings and Grounds, the Director of Transportation, the Assistant Director of Transportation, the Transportation Dispatcher, the Maintenance Foreman, the Driver Instructor - Examiner and the Head Mechanic, for the purpose of collective negotiations for all terms and conditions of employment and the administration of grievances. This recognition shall continue for the maximum period permissible under the Taylor Law.

B. Personnel Defined

1. Full-time custodial and transportation employees shall be defined as those individuals working in excess of twenty (20) hours and five (5) days per week, regardless of on a ten (10) or twelve (12) month basis but excluding bus drivers.
2. Part-time custodial personnel shall be defined as those working on a regular daily basis less than twenty (20) hours per week.
3. Permanent drivers are those individuals who are permanently routed.
4. Substitute drivers are defined as those individuals not permanently routed. They are entitled to no seniority or benefits.

ARTICLE II - Dues Deductions

A. Exclusive Right

The CSEA shall have the exclusive right to payroll dues deductions.

B. Remittance

Deductions shall be made uniformly and consistently on each payday of the month. Funds thus collected shall be transmitted to the Treasurer, CSEA, Inc., 143 Washington Avenue, Albany, New York 12224. The CSEA assumes responsibility for the disposition of such funds so deducted once they are turned over to the CSEA.

C. Authorization

The Employer shall also deduct from the wages of employees who signed authorization cards permitting such payroll deductions, Accident and Health Insurance premiums, including voluntary deductions for PEOPLE, and other CSEA sponsored programs for its members.

D. Discontinuation

Deductions authorized by any employee shall continue as so authorized unless and until such employee notifies the Employer of their desire to discontinue or to change such authorization, in writing. Notification of discontinuance of deductions shall be in writing and signed by the employee and submitted to the Employer in triplicate. One copy shall be sent to the Monroe-Woodbury School Unit, and one copy shall be retained by the Employer.

ARTICLE III - Workday - Workweek - Lunch Period

A. Workday - Workweek

The normal workweek shall be five (5) consecutive eight (8) hour days per week with two (2) consecutive days off, which shall include an unpaid lunch period of one (1) or one-half (½) hour.

Prior to any changes from the present work schedule, both parties will carry out a full and detailed discussion of such changes.

B. Lunch Period

Any employee working eight (8) hours per day shall be entitled to a lunch period between the third (3rd) and sixth (6th) hour. If for any reason he/she has to work during this lunch period, he/she shall be compensated for the time worked. Lunch hours will be staggered to provide necessary coverage.

ARTICLE IV - Overtime and Recall

A. Overtime

All hours worked in excess of forty (40) in a given workweek shall be paid at the rate of time and one-half (1½) the normal hourly rate for the individual.

Work performed on the seventh (7th) consecutive day in a given workweek shall be paid at double the normal hourly rate.

Work performed on approved holidays on the custodial, maintenance, and transportation calendar shall be paid at time and one-half (1½) the normal hourly rate in addition to the holiday pay.

All paid leave shall be considered as time worked for the purpose of computing overtime.

All overtime hours worked by any employee must have the prior approval of the appropriate Director or his/her designee.

B. Recall

In the event full-time employees are called in or called back to work for a period which does not run into or run after their normal workday, they shall be guaranteed two (2) hours of work at the applicable rate, provided, however, that a one (1) hour guarantee shall be applicable to building checks.

C. For purposes of overtime, seniority lists are to be established. When work is to be performed before, after, or in between an individual's normal work assignment, it shall be assigned on a rotating basis according to the lists referred to herein, provided it does not conflict with their normal work assignment.

D. Overtime necessary within a given building is the responsibility of the individuals employed in that building.

ARTICLE V - Compensation - Payroll Schedule

Salaries, including differentials and longevity, for the duration of this Agreement shall be paid according to the schedules attached hereto as Appendices "A" - "D."

The Association shall be consulted concerning the payroll schedule prior to its implementation by the District.

ARTICLE VI - Drivers

A. Permanent Bus Drivers' Workdays

Permanent bus drivers will be paid for the number of hours and number of days they actually work, provided that barring circumstances beyond the control of the District, the minimum shall be one hundred eighty (180) days in a school year. In the event the District implements the proviso concerning "circumstances beyond its control," the Association shall have the right to negotiate the impact of such decision.

In order for the District to continue to pay permanent bus drivers the minimum of one hundred and eighty (180) days per school year, barring circumstances beyond the control of the District, in twenty (20) equal pay periods, the parties agree as follows:

A. The 180-day work year for each individual driver, is calculated as the total number of hours to be worked in a 180 day school year (180 x # hrs/day = work year base).

B. Scheduled hours in excess of the base work year will be paid at the driver's regular rate. No pay will be given for that number of hours less than the individual's work year base.

C. Each school year, regularly paid hours for the following activities shall be credited toward the individual's work year base:

- | | |
|--|------------------------|
| 1. Required August safety meetings and practice runs | 6 hrs |
| 2. Required mid-year safety meetings | 3 hrs |
| 3. Safety workshops during the school year | <u>3 hrs</u>
12 hrs |

In addition, after the second snow day in a school year, the next ten (10) hours of blue sheet work by a driver will automatically be credited toward the individual's work year base. Such hours will be credited over the two pay periods immediately following the second snow day. It is assumed that five (5) hours of blue sheet work will be credited in each pay period if available; or, if the driver does not work sufficient blue sheet work to have five (5) hours deducted in one or both of the two pay periods, then half of all future blue sheet work per pay period will be deducted until the ten (10) hours are satisfied.

D. On May 1st, a final assessment of the base work year will be made for each driver. The 180th day, as defined above, will be designated by the District and additional time needed, if any, will be credited from "blue sheet" work prior to the last work day in the base year.

E. In the event that the base work year is not completed by any combination of the above options, a driver may elect an appropriate deduction to be made from the current year's remaining payroll. In this case, the individual will complete the District form (attached to the Agreement as Appendix "G") and return it to the Director of Transportation as soon as possible after the time to be scheduled has been decided.

F. This process would not affect the regular salary process used by the payroll department when an employee resigns or is granted a leave of absence from their District positions. In each case, the individual's last paycheck is calculated only for the time actually worked.

B. Permanent Bus Drivers' Temporary Leave Days

Drivers hired prior to October 1, 1974 will be entitled to eighteen (18) days of absence accumulated at the rate of 1.8 days per month, three (3) days of which may be used as personal days and three (3) days as days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave accumulative to a maximum of 220 days.

Drivers hired on or after October 1, 1974 but prior to July 1, 1981, will be entitled to twelve (12) days of absence accumulated at the rate of 1.2 days per month, three (3) days of which may be used as personal days and three (3) days as days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave cumulative to a maximum of 220 days.

Drivers hired on or after July 1, 1981, will be entitled to ten (10) days of absence accumulated at the rate of 1.0 day per month, three (3) days of which may be used as personal days and three (3) days as days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave cumulative to a maximum of 220 days.

Drivers hired on or after July 1, 1996 will be entitled to six (6) days of absence accumulated at the rate of one (1) day per month, three (3) days of which may be used as personal days and three (3) days as days available to him/her when a family responsibility arises because of illness, during the driver's first year of service with the District. During the driver's second year of service, he/she shall be entitled to eight (8) days of absence accumulated at the rate of one (1) day per month for the same purposes

described above. During the third (3) year of service such driver will be entitled to ten (10) days of absence accumulated at the rate of one (1) day per month for the same purposes described above. Such leave shall be with pay with the unused portion of said leave accumulative to a maximum of 220 days.

With respect to all bus drivers regardless of date of hire, severe injury or illness can be accommodated by advance of up to thirty (30) days as medically required prior to the end of the fourth year of service. Such advance of sick days would be proportioned to days used per year and ability to return the time. Should the employee leave the District, such time would have to be reimbursed at least one (1) month prior to termination, where possible, or the value of such sick days shall be deducted from the employee's final pay calculations.

C. Safety and Orientation Course

Drivers shall be paid up to a maximum of three (3) hours for the Driver's Safety Refresher Course #1 taken prior to the opening of school.

Drivers shall be paid two (2) hours for mandated dry runs prior to the opening of school.

Drivers shall be paid up to a maximum of three (3) hours for the Driver's Safety Refresher Course #2 required prior to February 1st of each school year.

D. Tolls and Parking

All tolls and parking fees will be paid in advance of a trip, when it is known that such will be needed prior to the trip. Receipts for the same must be submitted at the conclusion of a trip.

E. Meal Payments

Drivers making trips outside the District shall receive \$6.00 for a meal, if they are outside the District between the total hours of 12:00 p.m. and 1:00 p.m. A payment of \$8.00 will be paid for drivers who are outside the District between the total hours of 5:00 p.m. and 6:30 p.m. The meal monies will be paid in advance when it is known that the trips are to extend beyond the hours mentioned.

For employees who submit an acceptable voucher for meals purchased in the above circumstances, the employee will be reimbursed for the cost of the meal up to \$6.00, if they are outside the District between the total hours of 12:00 p.m. and 1:00 p.m., and \$8.00 if outside the District between the total hours of 5:00 p.m. and 6:30 p.m.

F. School Cancellation

In the event school is cancelled for snow or for any other reason and bus drivers are not notified one (1) hour and 45 minutes prior to the earliest starting time of school on that day, payment will be made for the normal a.m. hours a driver normally drives, not to exceed two (2) hours. This payment will only be made if the driver comes to work, and the driver will be expected to clean his/her bus in order to receive such pay. In the event of a delayed opening, drivers will be notified of the delay one (1) hour and 45 minutes prior to the earliest starting time of school, and one (1) hour later, they will be notified if school will be cancelled.

ARTICLE VII - Shift Differential - Custodial and Maintenance

Custodial and maintenance personnel working a shift which begins after 3:00 p.m. will be paid a salary differential of \$1,020, if an individual works an eight (8) hour shift. In cases in which an individual works a shift of less than eight (8) hours beginning after 3:00 p.m., the \$1,020 will be prorated based upon the actual number of hours he/she works. The shift differential shall be \$1,095 effective July 1, 2004; and \$1,145 effective July 1, 2005.

An employee's differential shall be prorated for hours worked after 3:00 p.m., only if the majority of his/her hours worked are beyond 3:00 p.m.

Any individual working a shift in which the majority of his/her eight (8) hours are beyond midnight will receive 10% above his/her normal annual salary.

ARTICLE VIII - Mileage

Individuals compelled to travel from one school building to another on a daily basis as part of their routine work schedule will receive an allowance for such travel. Such compensation shall be at the rate established by the Board of Education.

ARTICLE IX - Calendar

A. All full-time personnel shall be granted 17 days off with pay when school is not in session, depending upon the school calendar. The official school calendar is attached hereto for information purposes as Appendix "E." The Association shall be consulted concerning their calendar prior to its implementation by the District.

B. Superintendent's Conference Days

On Superintendent's Conference Days, the custodial staff will be responsible for opening and closing activities for their respective buildings.

ARTICLE X - Vacations

A. Vacation Schedule

Vacation with pay for those hired prior to October 1, 1974, will be earned according to the following schedule:

20 days after 10 years of service

Vacation with pay for those hired on or after October 1, 1974, will be earned according to the following schedule:

10 days after 1 year of service

15 days after 5 years of service

20 days after 10 years of service

Employees beginning employment after the start of the school fiscal year will be granted one (1) day per month limited to ten (10) days. This vacation schedule will pertain to full-time (12-month) personnel only. Saturdays, Sundays, and holidays shall not be included when computing vacation unless such days are part of an individual's normal assignment.

B. Scheduling Vacations

Vacations shall be subject to the needs of the District and granted on the basis of seniority.

Vacation schedules shall be posted by the District by May 15th for the following school year. Selections must be made by the following June 1st. All vacations must be taken during the contract year.

C. Vacation Pay

When a payroll date falls during a vacation period, employees will be notified of a date by which they must pick up their check at a designated office and if they fail to do so the check will be mailed to the employee.

ARTICLE XI - Leaves

A. Temporary Leave

1. Twelve (12) Month Full-Time Employee

Each twelve (12) month full-time staff member hired prior to October 1, 1974 will be entitled to twenty (20) days of absence during the school year, accumulated at the rate of two (2) days per month worked, up to a maximum of twenty (20) days per year, three (3) days of which may be used as personal days and three (3) days as days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave cumulative to a maximum of 220 days.

Each twelve (12) month full-time staff member hired on or after October 1, 1974 will be entitled to fifteen (15) days of absence during the school year, accumulated at the rate of 1.25 days per month worked, up to a maximum of fifteen (15) days per year, three (3) days of which may be used as personal days, and three (3) days as days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave cumulative to a maximum of 220 days.

Employees hired on or after July 1, 1996 will be entitled to six (6) days of absence accumulated at the rate of one (1) day per month, three (3) days of which may be used as personal days and three (3) days available to him/her when a family responsibility arises because of illness, during the first year of service. During the employee's second year of service, he/she shall be entitled to eight (8) days of absence accumulated at the rate of one (1) day per month for the same purposes described above. During the third (3) year of service such will be entitled to ten (10) days of absence accumulated at the rate of one (1) day per month for the same purposes. During the employee's fourth year of service and thereafter, such shall be entitled to fifteen (15) days of absence during the school year, accumulated at the rate of 1.25 days per month worked up to a maximum of fifteen (15) days per year, three (3) days of which may be used as personal days, and three (3) days available to him/her when a family responsibility arises because of illness. Such leave will be with pay with the unused portion of said leave cumulative to a maximum of 220 days.

2. Sick Leave Guidelines

Any individual who utilizes temporary leave for three (3) continuous days or more may be required to present a doctor's certificate. Sick days on the day before or after a holiday may require a doctor's certificate.

Once an employee has charged four (4) periods of absence to his/her temporary leave days to sick leave, or family responsibility arising because of illness, the District may advise the employee in writing, with a copy to the CSEA president, that if he/she is out thereafter for illness, medical proof will be required. When required by the District, the District will pay for the cost of the doctor, less any money reimbursable through insurance.

Severe injury or illness can be accommodated by advance of up to thirty (30) days as medically required prior to the end of the fourth year of service. Such advance of sick days would be proportioned to days used per year and ability to return the time. Should the employee leave the District, such time would have to be reimbursed at least one (1) month prior to termination, where possible, or the value of such sick days shall be deducted from the employee's final paycheck.

3. Personal Leave Guidelines - Full-Time Twelve and Ten-Month Personnel and Bus Drivers

Personal leave shall be used only to conduct matters which cannot be handled other than during working hours. It is not to be used for social activities or profit-making activities.

Personal leave may not be used before or after a holiday or a weekend, except in emergencies.

Requests for personal leave shall be in writing on the forms provided by the District to the immediate supervisor and shall require the prior approval of the Assistant Superintendent for Personnel or his/her designee. The requests shall be submitted two (2) working days in advance, except in an emergency.

4. Temporary Leave Statement

Each employee shall be furnished with an annual statement on or about July 1st indicating his/her accumulated temporary leave at the time the statement is furnished.

B. Bereavement Leave

1. Eligibility

All employees will be granted days off as needed for death in the immediate family. The leave is to be granted only for the purpose of: (1) making funeral arrangements; (2) attendance at the funeral; and (3) travel necessitated by (1) and (2) above.

2. Immediate Family Defined

Immediate family will be defined as mother, father, children, sister, brother, husband, wife, aunt, uncle, grandparents, mother-in-law, father-in-law, and any relative residing in the household of the employee.

C. Extended Personal Leave

All employees in the bargaining unit may be granted a leave of absence without pay or other benefits for justifiable reasons at the discretion of the Superintendent or his/her designee. Upon the completion of such leave, they will be offered the first available position for which they are qualified, shall have their seniority restored to the level it was at the time they left their position, and they shall be placed on the step they were on when they left.

D. Jury Duty Leave

An employee shall be granted leave with pay not chargeable to temporary leave for jury duty and when subpoenaed to court as a witness, provided the employee remits to the District the jury duty or witness fees, excluding mileage and meal allowances, paid to the employee.

While not actively engaged in such duty, the employee shall report to work.

Until such time as the District is able to verify the employees are more freely eligible for and/or granted postponements of jury duty, by request, the filing of a written request for postponement is encouraged but optional.

ARTICLE XII - Reporting Absence

In the event it becomes necessary for an individual to be absent from work for any reason, the employee must contact his/her immediate supervisor. In the case of the custodians,¹ they will notify their head custodian, and maintenance personnel will notify the head maintenance person.

In the case of bus drivers, they will notify the Transportation Director or his/her designee.

This notification should be given as early as possible, but not later than one (1) hour before the start of work. Failure to notify will result in loss of pay for that day, unless the employee can prove to the satisfaction of the administration that it was physically impossible to make any notification.

ARTICLE XIII - Insurance

A. Hospitalization

The District will continue to pay the full cost of health insurance premiums under the plan in effect for members of the units and their families who were eligible for coverage in accordance with subsection "C" of this Article on or before June 30, 1990. Those

¹ Custodians shall be construed to mean custodian and /or custodial worker.

members of the unit and their families who become eligible for coverage under such Plan in accordance with subsection "C" on or after July 1, 1990, shall contribute twenty-five percent (25%) of the cost of all cumulative increases in the premium applicable to such employee and his/her family above the rate in effect on June 30, 1990 up to a maximum of \$500. Effective July 1, 2004, the maximum premium contribution shall be \$575; and effective July 1, 2005 the maximum premium contribution shall be \$650.

Members of this unit shall be eligible to participate in the District's Section 125 Flexible Spending Plan.

Coverage for new employees shall not commence until their applications have been approved, processed, and accepted.

The District shall have the option of changing health insurance plans to a plan which would provide coverage at least equivalent to the Orange-Ulster School District Health Plan. The CSEA shall be given prior notice of any contemplated change and shall be entitled to review any proposals with representatives of the District and the proposed carriers, if any. In the event the Association does not agree that the proposed plan provides benefits at least equivalent to the Orange-Ulster School District Health Plan, that issue shall be subject to arbitration prior to implementation of the new plan.

Members of the unit who withdraw from the District's health insurance plan during the life of this Agreement shall receive \$1,000 if they were covered by the family plan and \$500 if they were receiving individual coverage, provided they remain uncovered under such plan for a period of twelve (12) consecutive months. Such payments shall be made at the end of each twelve (12) month period that the employee remains out of the District's health insurance plan. Nothing contained herein shall preclude a member from re-entering the plan within the twelve (12) month period, provided, however, that in such case no payments shall be made. Effective January 1, 2005, the annual payment for withdrawing from the Family Plan shall be \$4,000, and the annual payment for withdrawing from the individual plan shall be \$2,000.

For an employee who was otherwise qualified for Health Plan coverage but who was ineligible for that coverage under this Article, as a post 1983 hiree, and who was continuously employed in a qualified position for the last ten years of employment, and who suffers loss through death of the health plan provider spouse, then such employee will be eligible for the health plan benefit at retirement, at individual plan coverage only.

Additionally, in retirement, employees previously ineligible due to comparability of plans, will be eligible for individual (only) plan coverage, if there is an involuntary change in the spousal plan affecting eligibility subject to the same comparability criteria as active employees or there is an involuntary loss of coverage through the spousal plan.

The District will assume the full cost of medical and health insurance premiums under the plan in effect in the District for all retired unit members and for 50% of the cost of insurance for their dependents.

B. Dental and Vision Care Plan

The District shall contribute up to the amount necessary each year to cover the cost for eligible employees as defined in subsection "C" below towards the cost of the CSEA Employee Benefit Fund premiums for the Dental Plan and Vision Care Plan.

C. Eligibility

Members eligible for benefits are (a) those members of the unit who received benefits during the 1980-81 school year or are regularly scheduled, pursuant to Article XVIII, Section 9 of this contract, Assignment of Runs, and excluding extra trips and all other assignments, to work six (6) hours per day; (b) employees who are regularly assigned to work five and one-half hours or more per day, pursuant to Article XVIII, Section 9 of this contract, Assignment of Runs, and excluding extra trips and all other assignments, and whose time between the start and end of their regularly assigned workday is nine and one-half (9 ½) hours or more; (c) bus drivers who were eligible for benefits during the 1989-90 school year and lost eligibility for such benefits due to the loss of runs at the Kiryas Joel School. (A side letter of agreement identifying the eligible drivers has been entered into by the parties.)

Individuals who join the unit after July 1, 1983, shall not be eligible for health insurance if their spouse is eligible to provide coverage under a comparable plan.

D. DISABILITY INSURANCE

The District shall participate in the New York State Disability Insurance Program. The District shall remit the entire cost of participation in the program to the State. The cost of disability coverage shall be reflected as part of the total salary increase package for the Unit, except for \$4,500.

The employee portion of the yearly premium for this disability insurance required by State Law will be made through payroll deduction.

ARTICLE XIV - Retirement

The District shall continue to participate under Section 75 (e) of the New York State Employees Retirement System. The District shall also continue to provide the Section 60 (b) death benefit option.

Effective with the 2000-2001 school year, the District shall report to the New York State Retirement System the standard workday for full-time bus drivers as six (6) hours. The District shall continue to report the workday for all other categories of employees within the unit as it has in the past.

ARTICLE XV - Grievance Procedure

A. Definitions

1. Grievance shall mean a claim or alleged violation to any employee or group of employees in the negotiating unit which arises from a dispute over the interpretation, application, misapplication, or alleged violation of the terms of this

Agreement. Except for informal discussions at Step 1, all grievances and appeals shall be in writing stating the nature of the grievance and the clause of the contract which has been violated.

2. Employee shall mean an employee covered by the recognition clause of this Agreement.

3. Chief Administrator shall mean the Superintendent of the District or his/her designee.

4. Association shall mean the Monroe-Woodbury School Unit, CSEA, Inc., Local 1000, AFSCME/AFL-CIO.

5. Days shall mean school days unless otherwise specified.

B. Procedures

Step 1 - The grievance shall be presented to the District representative within ten (10) days of its occurrence in order to attempt to amicably adjust the grievance.

In the event the grievance is not resolved within five (5) days from such presentation, it shall then be formally presented by the CSEA representative to the employee's immediate supervisor in writing on the attached form (Appendix "F"). The immediate supervisor shall respond in writing within five (5) days.

Step 2 - In the event such dispute is not satisfactorily adjusted at the preceding step of the procedure, then the Association shall present the same to the appropriate Director within five (5) days of receipt of the immediate supervisor's response. The Director shall respond in writing within ten (10) days of receipt of the appeal.

Step 3 - In the event such dispute is not resolved at the preceding step, it shall then be presented within five (5) days of receipt of the Director's decision to the Chief School Administrator or his/her designee for a determination. The Chief School Administrator or his/her designee shall respond in writing within ten (10) days of receipt of the appeal. In the event a hearing is held at this step, the time to respond shall be extended by five (5) days.

Step 4 - In the event the dispute is not satisfactorily adjusted at the preceding step of the procedure, the Association shall present the same within five (5) days of receipt of the Chief School Administrator's decision to the Board of Education for a determination. The Board shall make a determination within twenty (20) days of receipt of the appeal. In the event a hearing is held at this step, the time to respond shall be extended ten (10) days.

Step 5 - In the event the decision above does not resolve the grievance, it shall be processed to arbitration within ten (10) days of the Board's decision. The parties may mutually select an arbitrator or panel of arbitrators to hear the case, provided that in the event they are unable to agree upon an arbitrator, the Association may process the grievance to arbitration pursuant to the rules of the Public Employment Relations Board (PERB). The costs of the arbitration shall be shared equally by the parties.

The arbitrator shall have no power to delete from, add to, modify, or amend the provisions of this Agreement.

The award of the arbitrator shall be final and binding, unless the Board shall determine within fifteen (15) working days after receipt of the award that such award would have a severe and adverse effect on the District. In the event the Board makes such a determination, the reasons shall be given in writing to the Association.

ARTICLE XVI - Association Rights

A. Representation

The Employer recognizes the right of the employees to designate representatives of the CSEA to appear on their behalf to discuss salaries, working conditions, grievances, and disputes as to the terms and conditions of this contract and to visit employees during working hours.

B. Grievance Processing Time

Employees who are designated or elected for the purpose of adjusting grievances or assisting in the administration of this contract shall be permitted a reasonable amount of free time from their regular duties to fulfill these obligations. Request for the time off for this purpose shall be cleared with the Department Head or the appropriate Director so that situations where an employee's representative is absent from his/her duties for long periods of time do not occur.

C. Visitation Rights

The officers and agents of the CSEA have the right, after prior notice to the Employer, to visit the Employer's facilities for the purpose of adjusting grievances and administering the terms and conditions of this contract.

D. Notices and Bulletin Boards

The CSEA shall have the right to post notices and communications on portions of the bulletin boards designated by the Employer for the exclusive use of the CSEA maintained on the premises and facilities of the Employer, subject to the approval of the contents of such notices and communications by the Superintendent of Schools or his/her designee.

E. Meetings

The CSEA shall have the privilege of holding meetings on school premises in a space designated by the Superintendent of Schools or his/her designee. Such meetings shall not be held during school hours.

F. Night Shift Representatives

Members of the bargaining unit assigned to the night shift, who are selected by the membership to represent them in negotiations, shall be released to attend negotiation sessions which are scheduled during their working hours, provided that their buildings are covered by at least one member, and provided the individuals return to their jobs following the negotiations and complete their assigned duties to the satisfaction of their supervisors.

Individuals assigned to the night shift shall also be permitted to attend regular CSEA membership meetings which are scheduled during their working hours, provided their buildings are covered by at least one member, and that they return to their job following their meeting and complete their duties to the satisfaction of their supervisors.

In both instances above, the individuals shall receive prior approval from the Director of Buildings and Grounds.

ARTICLE XVII - Tenure and Seniority

A. Tenure

Effective with the execution of this Agreement, members of the unit covered by Section 75 of the Civil Service Law shall be subject to disciplinary action pursuant to this Article in lieu of Section 75.

Employees in the non-competitive and labor classes who have been employed for 18 months or more shall not be suspended or discharged without just cause. Alleged violations of this provision shall be subject to the grievance procedure, provided, however, for purposes of alleged violations of this subsection only, the decision of the arbitrator shall be final and binding.

For those employees in the competitive classifications, this provision shall be applicable upon completion of their probationary period.

B. Seniority

1. All unit employees' seniority shall be based upon date of last permanent employment by the District and so long as the said employee continues said employment.

Any individual within the bargaining unit who terminates his/her employment at any time during the school year and returns to work at a later date will not retain his/her position on the seniority list, but rather, will be placed on the bottom of the listing and will be paid at the rate of pay designated for the first step of the appropriate salary schedule.

2. Seniority lists, by department, shall be jointly established and maintained by the District.

In the case of transportation employees, seniority lists shall be developed by the last date of permanent employment.



FINAL
MAY 13, 2005

ARTICLE XVIII - General Working Conditions

A. Change in Working Conditions - Notification

The Employer or his designee shall notify the CSEA at least fourteen (14) days in advance of any change of working methods or working conditions, except where such change is required because of an emergency or major disaster of which the Employer has no control. The length of the school day and the operation of the school program will supersede any conditions in this section.

B. Subcontracting

Prior to subcontracting out bargaining unit work, the District shall discuss this with the CSEA. The District shall negotiate the impact of such decision with the CSEA.

C. Conditions Relative to Bus Operation

1. Continuous Time

If a permanent driver is scheduled to start another trip within three quarters (3/4) hours of the completion of his/her previous trip, his/her time shall be continuous.

2. Layover

Bus drivers who, during the course of their bus trips, have an amount of time for a layover shall determine with the Director of Transportation the place where the layover shall be established prior to the third week of school in September. Changes in the layover area may be made during the school year by the Director of Transportation after prior consultation with the employees involved.

3. Extra Trips

Extracurricular trips, field trips, and sports trips shall be assigned by the Director of Transportation. Individuals wishing to be placed on the schedule must have completed five (5) months of service and must make this known to the Director of Transportation the first week of September. As in the past, every effort will be made to equalized the number of trips for each driver. Lists will be developed by seniority during the month of September. Individuals employed after September 1st of a given school year may place their names on the list after completing five (5) months of employment. Anyone who refuses a trip will need to wait until his/her name comes up again. Extra trips will be posted to show name of driver assigned to trip by seniority as early as applicable.

Where practicable, drivers shall be given a minimum of 24 hours notice for extra trips. A driver's failure to give at least 24 hours notice of unavailability, without justifiable reasons, shall cause him/her to lose not only that trip but also his/her next scheduled extra trip according to the roster. Every effort shall be made to assign extra trips to regularly scheduled drivers.

Extra work assignments (ex: swim shuttle, winter bus starter, temporary driving assignments, etc.) will be posted, and interested bus drivers may sign up. The work shall be assigned by seniority, to those drivers without conflicting, normal work assignments for all days of the posted assignment. The Director of Transportation shall determine availability and/or conflicts for that posting.

Where the Employer is unable to give at least 24 hours advance notice and a driver refuses the trip, he/she shall not forfeit his/her position on the list.

If as a result of the provision above it is anticipated that a driver will become eligible for premium pay, the District may use another available regular driver.

4. Fueling of Vehicles

All drivers are responsible for fueling their vehicles each day. The responsibility for checking oil and installing and removing chains, when necessary, will be that of the full-time garage personnel.

5. Bus Maintenance

Maintenance repairs on buses shall be made as promptly as possible when reported by the driver.

6. Cleanliness of Buses

All bus drivers will be responsible for keeping their vehicles clean and presentable at all times.

7. Speeding

Drivers are required to drive within the specified speed limits and should exercise common sense regarding road conditions and hazards which exist.

8. Extracurricular Bus Driving

All extracurricular trips with pupils must require a school bus driver. The District has the option of using a teacher driver for extracurricular trips involving no more than ten (10) pupils.

9. Assignment of Runs

All regular school runs shall be assigned at the beginning of the school year according to seniority based upon hours of the runs and size of vehicle. Prior to the closing of the school year, drivers will indicate to the Director of Transportation the size of vehicle they prefer by first, second, and third choice, and their preference for assignment on the basis of hours rather than vehicle. If a driver receives an assignment not satisfactory to him/her, he/she may then appeal to the Director of Transportation. If still dissatisfied, he/she may use the grievance procedure outlined herein. It will be the judgment of the Director of Transportation as to whether a driver has the necessary skill and ability to handle

a particular route and to handle the children who will be riding on that route. Regular school runs will be made known to drivers prior to the start of school. The assignment of runs will be made by the Director of Transportation.

Salary notices for drivers will be mailed prior to the drivers' annual meeting and must be returned within fourteen (14) days from the date of postmark in order for the driver to continue his/her continuous employment.

If, during the first semester of the school year, an individual run is assigned an additional 30 minutes or more per run, the run will be posted as a new run.

10. Early Kindergarten Dismissal

Drivers involved in early kindergarten dismissals will be paid for one (1) hour additional on days on which such dismissal takes place. This applies only to full-day kindergarten sessions, not half day.

11. Jackets

a. All bus drivers shall be provided a jacket after five (5) years of continuous service in the District.

b. Custodial, operations and maintenance employees shall be provided a District jacket for winter/outside work.

c. It is understandable in concept that a replacement jacket, for those purchased by the District, may be needed. Therefore, the winter weight jackets can be replaced after five years of wear. Replacement at a time period of less than five years, after issue, would be at employee expense.

12. Work Shoes for Custodial, Operations and Maintenance Personnel

Custodial, operations and maintenance personnel shall be reimbursed for up to \$90 toward the cost of work shoes actually purchased by the employee, every two years. Such employees are required to wear such work shoes. Effective July 1, 2005, custodial, operations and maintenance employees shall be reimbursed for up to \$75 per year toward the cost of work shoes actually purchased by the employee.

13. Layoff of Bus Drivers

In the event of the dissolution of entire regularly assigned bus runs(s) resulting in the layoff of an entire position, the District shall make best efforts to provide the affected bus driver(s) with a number of hours of work equal to those in their previously assigned run.

D. General Conditions

1. Uniforms

A. Bus Mechanics and Maintenance Mechanics -

Uniforms and a uniform cleaning service paid for by the District shall be provided as follows:

1. Bus Mechanics: eleven uniforms (shirt and pants), two lightweight jackets, and two coveralls with weekly pick-up/drop-off. All articles will have the appropriate District patches attached. Excessively worn or stained articles will be replaced, as deemed necessary by the District, by the uniform provider.

2. Maintenance Mechanics: eleven uniforms (shirt and pants), two lightweight jackets with weekly pick-up/drop-off. All articles will have appropriate District patches attached. Excessively worn or stained articles will be replaced, as deemed necessary by the District, by the uniform provider.

B. Custodians - The District shall purchase four (4) uniform shirts and pants with the appropriate District patches per year for each custodian, which the Custodians are responsible to clean and maintain.

C. Grounds Person - The District shall provide each Grounds Person with the following uniforms through a rental arrangement: six (6) pairs of uniform pants and uniform shirts, which shall be repaired or replaced as needed by the rental company. In addition, each employee shall elect to have five (5) additional uniforms provided through the uniform service or have the District purchase on a one-time basis five (5) polo shirts with patch or identification deemed necessary by the District and five (5) pairs of denim jeans, which the Grounds Persons will be responsible to clean and maintain themselves or elect the cleaning and maintenance to be done by the uniform rental company. Polo shirts and jeans shall be replaced each year by the District, if needed, if the employee chooses that option.

D. Employees are required to wear their designated District Uniform while on duty.

2. Posting Vacancies

Opportunities for full-time employment will be posted in each school building and the bus garage for a minimum of seven (7) days prior to filling said vacancy.

All unit members are to be given an opportunity to make application for such positions, and the District agrees to give due weight to the seniority of the applicants, service to the school system, and other relevant factors. When, in the opinion of the District, all other factors are substantially equal, preference will be

given to the senior employee. Each applicant not selected will receive written notification of the action taken by the District. A statement as to why the unit member was not selected will be included in this notification, if requested in writing by the unit member.

3. Tool Replacement

First and second class mechanics who have completed their probationary periods shall be entitled to have tools which have been broken on the job replaced by the District. The District shall also replace outdated tools.

The decision as to whether tools were broken on the job or are outdated shall rest with the District.

The maximum total payments for the unit pursuant to this provision shall not exceed \$1,500 in any fiscal year. Effective July 1, 2004, the maximum annual amount shall be \$2,500.

4. Out-of-Title Assignment

Employees assigned to work in a higher title position for more than fifteen (15) consecutive full-time working days shall be paid at the rate of pay for the higher title.

E. Time Clocks

The District may at its discretion institute time clocks and require each individual employee in the unit to punch and/or otherwise record the start and finish all time he/she works other than regular scheduled time, i.e., all overtime, extra trips, and blue sheet work.

The District will review with the Union the type of time recording system prior to actual implementation or change of a system, but retains the right to implement the time recording system, even if the Union disagrees with the system or aspects of the system.

F. Pay Periods

Paychecks are issued on a bi-monthly basis, i.e., two (2) paychecks per month for all unit employees.

ARTICLE XIX - No-Strike Clause

The CSEA affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strikes, or to impose an obligation upon its members to conduct or participate in such a strike.

ARTICLE XX - Separability

This Agreement shall be construed so as to be compatible with all state, local and federal laws and the invalidity by reason of any such existing law shall not affect the validity of the surviving provisions. If the enactment of legislation, or a determination of a court of

final jurisdiction (whether in a proceeding between the parties, or be controlling by reason of the facts) renders any portion of this Agreement invalid or unenforceable, such decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portions thereto had not been included therein.

ARTICLE XXI - Productivity Committee

A Committee shall be formed consisting of three (3) District and three (3) Union representatives to study issues of efficiency and cost reduction in monitoring District buildings and facilities including, but not limited to, scheduling of overtime for such purpose and the recording of such overtime, e.g. time clocks. The Committee shall, by majority vote, recommend solutions to these issues which will be implemented by the District. Such recommendations shall be made by March 1, 1997, to the Superintendent of Schools.

ARTICLE XXII - Taylor Law Notice

Notice, as provided by section 204-a of the Civil Service Law, as amended:

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE XXIII - Duration of Agreement

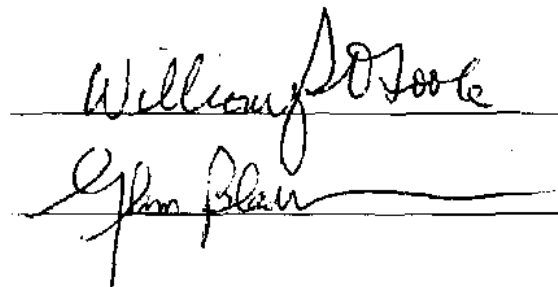
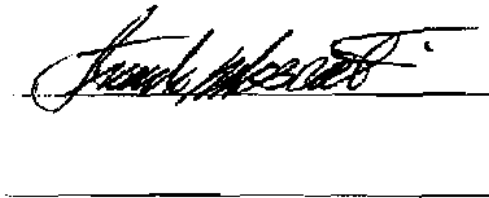
This Agreement shall become effective July 1, 2003 and terminate at the close of business June 30, 2006.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and, therefore, agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of the Agreement.

Dated 5/7/05

MONROE-WOODBURY
CENTRAL SCHOOL DISTRICT

MONROE-WOODBURY UNIT OF
ORANGE COUNTY LOCAL#836,
CSEA, INC.



APPENDIX "A"
2003-2004 Salary Schedule
BUILDINGS AND GROUNDS

<u>STEP</u>	<u>BUILDING MAINTENANCE MECHANIC</u>	<u>ASST. BLDG. MAINTENANCE MECHANIC</u>	<u>BLDGS. & GROUNDS MECHANIC 1ST CLASS</u>	<u>GROUNDS PERSON</u>	<u>CUSTODIAN</u>
1	\$36,541	\$30,435	\$39,368	\$29,471	\$28,755
2	40,790	31,626	43,882	33,370	32,256
3	41,490	32,298	44,582	34,145	33,031
4	42,216	32,983	45,301	34,921	33,805
5	42,944	33,665	46,024	35,696	34,577
6	43,667	34,348	46,742	36,476	35,356
7	44,393	35,031	47,461	37,252	36,135
8	52,163	36,415	56,086	44,630	43,337

Differentials:

CHIEF AND/OR HEAD CUSTODIAN:

High School	- Up to \$4,110
Middle School	- Up to \$3,275
Central Valley, Pine Tree	- Up to \$2,600
North Main, Smith Clove	- Up to \$1,580
Harriman	- Up to \$1,020

HEAD NIGHT CUSTODIAN:

High School	- Up to \$1,640
Middle School	- Up to \$1,640
Pine Tree, Central Valley	- Up to \$1,335
North Main, Smith Clove, Sapphire	- Up to \$1,020

SENIOR GROUNDSPERSON - Up to \$1,355

note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the salary schedule in the next year.

note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outlined herein.



APPENDIX "A-2"
2004-2005 Salary Schedule
BUILDINGS AND GROUNDS

<u>STEP</u>	<u>BUILDING MAINTENANCE MECHANIC</u>	<u>ASST. BLDG. MAINTENANCE MECHANIC</u>	<u>BLDGS. & GROUNDS MECHANIC 1ST CLASS</u>	<u>GROUNDS PERSON</u>	<u>CUSTODIAN</u>
1	\$36,941	\$30,435	\$39,768	\$29,871	\$29,155
2	41,465	31,626	44,557	33,995	32,881
3	42,190	32,298	45,282	34,770	33,656
4	42,890	32,983	45,982	35,545	34,431
5	43,616	33,665	46,701	36,321	35,205
6	44,344	34,348	47,424	37,096	35,977
7	45,067	35,031	48,142	37,876	36,756
8	53,463	36,415	57,386	45,930	44,637

Differentials:

CHIEF AND/OR HEAD CUSTODIAN:

High School	- Up to \$4,185
Middle School	- Up to \$3,350
Central Valley, Pine Tree	- Up to \$2,675
North Main, Smith Clove	- Up to \$1,655

HEAD NIGHT CUSTODIAN:

High School	- Up to \$1,715
Middle School	- Up to \$1,715
Pine Tree, Central Valley	- Up to \$1,410
North Main, Smith Clove, Sapphire	- Up to \$1,095

SENIOR GROUNDSPERSON	- Up to \$1,430
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note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the salary schedule in the next year.

note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outline herein.

*for
wslp*

APPENDIX "A-3"
2005-2006 Salary Schedule
BUILDINGS AND GROUNDS

<u>STEP</u>	<u>BUILDING MAINTENANCE MECHANIC</u>	<u>ASST. BLDG. MAINTENANCE MECHANIC</u>	<u>BLDGS. & GROUNDS MECHANIC 1ST CLASS</u>	<u>GROUNDS PERSON</u>	<u>CUSTODIAN</u>
1	\$37,391	\$30,435	\$40,218	\$30,321	\$29,605
2	41,965	31,626	42,332	31,635	31,531
3	42,690	32,298	45,782	35,220	34,106
4	43,415	32,983	46,507	35,995	34,881
5	44,115	33,665	47,207	36,770	35,656
6	44,841	34,348	47,926	37,546	36,430
7	45,569	35,031	48,649	38,321	37,202
8	54,588	36,415	58,511	47,055	45,762

Differentials:

CHIEF AND/OR HEAD CUSTODIAN:

High School	- Up to \$4,235
Middle School	- Up to \$3,400
Central Valley, Pine Tree	- Up to \$2,725
North Main, Smith Clove	- Up to \$1,705

LEAD NIGHT CUSTODIAN:

High School	- Up to \$1,765
Middle School	- Up to \$1,765
Pine Tree, Central Valley	- Up to \$1,460
North Main, Smith Clove, Sapphire	- Up to \$1,145

SENIOR GROUNDSPERSON	- Up to \$1,480
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note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the salary schedule in the next year.

note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outline herein.

APPENDIX "B"
2003-2004 Salary Schedule
FULL TIME TRANSPORTATION PERSONNEL

<u>STEP</u>	<u>MECHANIC FIRST CLASS</u>	<u>MECHANIC SECOND CLASS</u>	<u>MECHANIC HELPER</u>	<u>BUS DRIVER- UTIL.; ASST.. DISPATCHER</u>	<u>10-MONTH UTILITY DRIVER</u>
1	\$39,388	\$35,677	\$34,671	\$30,857	\$25,760
2	43,505	36,313	35,301	34,547	28,881
3	44,580	36,957	35,936	35,282	29,581
4	45,299	37,598	36,590	36,067	30,235
5	46,022	38,244	37,202	36,842	30,881
6	46,740	38,876	37,836	37,618	31,528
7	47,458	39,519	38,471	38,395	32,175
8	56,086	40,160	39,101	45,937	38,443

Differentials-Lead Day Mechanic-\$1,700
Lead Night Mechanic-\$2,380

Definitions:

- a. **Mechanic's Helper:** An individual with minimal experience with a knowledge sufficient to accomplish minor repair and maintenance operations.
- b. **2nd Class Mechanic:** Experienced mechanic who can make repairs with supervision.
- c. **1st Class Mechanic:** Must possess a workable knowledge of drive train, suspension, steering, electrical systems, fuel systems, electronic controls, air conditioning, hydraulic and air brakes. Must possess a working knowledge of the Preventive Maintenance system used by the District. Must be capable of doing automotive and body repair. Must be capable of problem diagnosis and making repairs without supervision. All mechanic personnel must be employed at least six months prior to being classified as 1st Class Mechanic. Classifications will be based upon the recommendation of the Director of Transportation.

Note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the Salary Schedule in the next year.

Note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outline herein.

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2883.1 5/2/2005

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APPENDIX "B-2"
2004-2005 Salary Schedule
FULL TIME TRANSPORTATION PERSONNEL

<u>STEP</u>	<u>MECHANIC FIRST CLASS</u>	<u>MECHANIC SECOND CLASS</u>	<u>MECHANIC HELPER</u>	<u>BUS DRIVER- UTIL.; ASST.. DISPATCHER</u>	<u>10-MONTH UTILITY DRIVER</u>
1	\$39,788	\$35,677	\$34,671	\$31,257	\$26,160
2	44,205	36,313	35,301	35,222	29,631
3	44,905	36,957	35,936	35,947	30,281
4	45,980	37,598	36,590	36,682	30,981
5	46,699	38,244	37,202	37,467	31,635
6	47,422	38,876	37,836	38,242	32,281
7	48,140	39,519	38,471	39,018	32,928
8	57,386	40,160	39,101	47,237	39,743

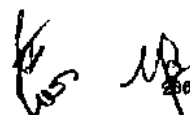
Differentials-Lead Day Mechanic-\$1,775
Lead Night Mechanic-\$2,455

Definitions:

- a. **Mechanic's Helper:** An individual with minimal experience with a knowledge sufficient to accomplish minor repair and maintenance operations.
- b. **2nd Class Mechanic:** Experienced mechanic who can make repairs with supervision.
- c. **1st Class Mechanic:** Must possess a workable knowledge of drive train, suspension, steering, electrical systems, fuel systems, electronic controls, air conditioning, hydraulic and air brakes. Must possess a working knowledge of the Preventive Maintenance system used by the District. Must be capable of doing automotive and body repair. Must be capable of problem diagnosis and making repairs without supervision. All mechanic personnel must be employed at least six months prior to being classified as 1st Class Mechanic. Classifications will be based upon the recommendation of the Director of Transportation.

Note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the Salary Schedule in the next year.

Note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outline herein.


2863.1 5/2/2005

APPENDIX "B-3"
2005-2006 Salary Schedule
FULL TIME TRANSPORTATION PERSONNEL

<u>STEP</u>	<u>MECHANIC FIRST CLASS</u>	<u>MECHANIC SECOND CLASS</u>	<u>MECHANIC HELPER</u>	<u>BUS DRIVER- UTIL.; ASST.. DISPATCHER</u>	<u>10-MONTH UTILITY DRIVER</u>
1	\$40,238	\$35,677	\$34,671	\$31,707	\$26,610
2	41,013	36,313	35,301	35,722	30,156
3	45,430	36,957	35,936	36,447	30,856
4	46,130	37,598	36,590	37,172	31,506
5	47,205	38,244	37,202	37,907	32,206
6	47,924	38,876	37,836	38,692	32,860
7	48,647	39,519	38,471	39,467	33,506
8	58,511	40,160	39,101	48,362	40,868



Differentials-Lead Day Mechanic-\$1,825
Lead Night Mechanic-\$2,505

Definitions:

- a. **Mechanic's Helper:** An individual with minimal experience with a knowledge sufficient to accomplish minor repair and maintenance operations.
- b. **2nd Class Mechanic:** Experienced mechanic who can make repairs with supervision.
- c. **1st Class Mechanic:** Must possess a workable knowledge of drive train, suspension, steering, electrical systems, fuel systems, electronic controls, air conditioning, hydraulic and air brakes. Must possess a working knowledge of the Preventive Maintenance system used by the District. Must be capable of doing automotive and body repair. Must be capable of problem diagnosis and making repairs without supervision. All mechanic personnel must be employed at least six months prior to being classified as 1st Class Mechanic. Classifications will be based upon the recommendation of the Director of Transportation.

Note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the Salary Schedule in the next year.

Note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outline herein.

  2003.1 5/2/2005

APPENDIX "C"
Salary Schedules
BUS DRIVERS

<u>STEPS</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
1	\$15.11	\$15.46	\$15.81
2	17.07	17.72	18.22
3	17.71	18.36	18.86
4	21.10	21.85	22.45

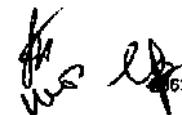
Note 1: Any employee hired after January 1st of a given year will not be eligible to move to the next step on the salary schedule in the next year.

Note 2: Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outlined herein.

SUBSTITUTE BUS DRIVERS

<u>STEPS</u>	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
STARTING SUB	12.85	13.20	13.60
INTERMEDIATE SUB	14.32	14.82	15.37
SENIOR SUB	\$17.07	\$17.72	\$18.22

Note 1: Advances on this schedule are at the evaluation and recommendation of the Director of Transportation.


 463.1 5/2/2005

APPENDIX "D"
Step Placement and Advancement
Longevity
Terminal Allowance

1. Step Placement and Advancement

Any employee hired after January 1st of a given year will not be eligible to move to the next step on the salary schedule in the next year.

Advancement from one step to the next is not to be considered guaranteed and is subject to review by supervisors and administration. Should an employee be denied such advancement, he/she may utilize the grievance procedure outlined herein.

The Union President shall be notified in instances where employees are hired at a step above the entrance level. Upon request, the Assistant Superintendent for Personnel shall meet with the President to discuss the reasons for such action.

Hires with prior experience in the District, who return to work in the District within 18 months after leaving the District, will be given credit on the salary schedule for prior experience at the rate of one (1) step for every two (2) years of applicable service in the District up to a maximum of five (5) steps, except in the case of drivers who shall receive one (1) step for every three (3) years of applicable service in the District up to a maximum of four (4) steps.


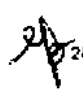
Employee seniority shall be based upon the first date of the last permanent employment by the District and so long as the said employee continues said employment.

Employees who change classifications within the District will be granted one (1) step for every two (2) years of experience within the District up to a maximum of five (5) steps, providing, however, that those employees who are promoted shall receive a minimum annual raise of one (1) increment.

2. Longevity

Eligibility-Twelve (12) month employees covered under the CSEA contract will receive a longevity increment of:

<u>Years of Service</u>	<u>Longevity Increment</u>		
	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
After eight (8) years of service	\$ 550	\$ 650	\$ 750
After fourteen (14) years of service	\$1,075	\$1,225	\$1,325
After twenty (20) years of service	\$1,910	\$2,110	\$2,210

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Continuous service is defined as service worked within the school district as a permanent employee, which is continuous, i.e., without a break in the service to the District regardless of the classification of employment within the District. Time as a substitute employee is not valid for credit toward a longevity increment. The employee must complete eight (8) and/or fourteen (14) and/or twenty (20) years of continuous employment to be eligible for the increment.

Eligibility will become effective on the anniversary date marking the eighth (8th) or fourteenth (14th) or twentieth (20th) year. Employees who become eligible during the school year, twelve (12) month employees, after July 1; all other employees, after September 10, regardless of whether they are on a twelve (12) month or less than twelve (12) month working basis, will receive their longevity increment prorated based upon the amount of working days remaining to the end of the school year.

Proration – Employees working less than eight (8) hours a day and/or less than twelve (12) months will receive a longevity increment prorated on an hourly basis, based on the amount of longevity increment described above. The number of hours worked in the particular year in which the longevity increment is being paid will be used to calculate the prorated amount to be paid to employees working less than eight (8) hours per day and/or less than twelve (12) months.

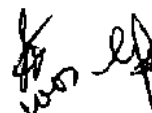
Bus drivers shall be eligible for longevity payments as follows:

<u>Years of Service</u>	<u>Longevity Increment</u>		
	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
After eight (8) years of service	\$380	\$480	\$580
After fourteen (14) years of service	\$700	\$850	\$950
After twenty (20) years of service	\$1,250	\$1,450	\$1,550

Such payment shall be prorated during the year, or paid at the end of the year following the year he/she becomes eligible for such payment.

Optional Payment – An employee may elect to receive his/her longevity increment in equal payments based upon the payroll dates for the year, or to receive a lump sum at the close of the school year in June. Should an employee elect a lump sum payment and leave prior to the end of the school year, he/she will receive a longevity increment based upon the number of days he/she actually worked in that school year. An election as to the type of payment the employee selects to receive must be made by June 15 prior to the school year in which he/she is to receive the longevity increment. Once an election is made, it will be binding for the duration of the school year.

If an employee is required to retire because of ill health or having reached the mandatory retirement age, he/she shall be paid his/her full longevity increment, if applicable, provided he/she has worked one-half of the school year or more.


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3. Terminal Pay – CSEA Member Retirement Income
Based on Unused Temporary Leave

A retiring CSEA employee with a minimum of ten (10) years of continuous service in the District will be able to exercise one of the following options:

Option 1 – Additional Increment

The prospective retiree may elect to receive during his/her last year of employment a sum (in addition to his/her contracted salary) of 20% of his/her annual salary of the year preceeding retirement from the New York State Employees Retirement System OR a maximum of \$3,000

OR

A retiring CSEA employee with a minimum of five (5) years of continuous service in the District will be able to exercise the following option:

Option 2 – Retirement Terminal Leave Pay

The prospective retiree may elect to receive in July of the year following retirement a lump sum equivalent to 40% of the unused portion of his/her sick leave up to a maximum of 200 days at the rate of 1/230th of his/her contract salary.

Application for Option 1, additional increment, must be made by March 1 of the year preceding retirement, and the resignation must accompany the application for retirement terminal leave pay.

Application for Option 2, terminal leave pay, must be made by March 1 preceding July in which the lump sum payment is to be made.

4. Terminal Pay – Bus Drivers

Bus drivers with a minimum of ten (10) years continuous service who retire will receive in July of the year following retirement a lump-sum payment equivalent to \$25 per day for each day of accumulated unused temporary leave up to a maximum of 200 days or 40% of their per diem pay for each day of accumulated temporary leave up to a maximum of 200 days, whichever is less.

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APPENDIX "E" -- CUSTODIAL MAINTENANCE AND TRANSPORTATION PERSONNEL

MONROE-WOODBURY CENTRAL SCHOOL DISTRICT -- CALENDAR OF DAYS OFF

APPENDIX "F"
GRIEVANCE FORM

**STEP 1: ORAL PRESENTATION
TO DISTRICT REPRESENTATIVE**

ASSIGNED DISTRICT GRIEVANCE # _____

Dated Oral Grievance Presented: _____

Date of Oral Discussion: _____

Individuals Present at Oral Discussion: _____

Oral Determination made by: _____ on: _____
(Name) (Date)

Oral Determination: _____

STEP 2: WRITTEN GRIEVANCE PRESENTED TO DIRECTOR

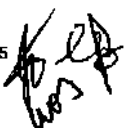
Grievant(s)' Name(s) _____

Grievance was submitted to _____ on: _____
(Name of Director) (Date)

Contract clause(s) alleged to have been violated: _____

Date of Occurrence: _____

Specific Nature of Grievance: (Include names and alleged facts):



Remedy Sought: _____

Determination by Director: _____ on: _____
(Name of Director) (Date)

Determination: _____

Supervisor: _____

Determination given to _____ on: _____

(Name(s) of Grievants and Union Representative)

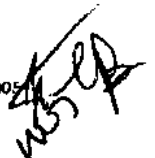
Signed by Grievants and/or Union Representative Acknowledging Receipt:

STEP 3: PRESENTATION TO CHIEF SCHOOL ADMINISTRATOR

Grievant(s)' Name(s) _____

Appeal submitted to _____ on: _____
(Name) (Date)

Determination made by _____ on: _____
(Name) (Date)



Signature of Person Making Determination

Determination: _____

Written Determination given to _____
(Names of Greivant(s) or Union Representative)

STEP 4: BOARD OF EDUCATION

Grievant(s)' Name(s) _____

Grievant or Union Representative Requesting Board Hearing

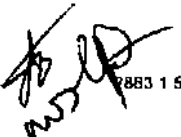
(print) (signature)

Submitted to _____ on: _____
for Board of Education consideration:

Board of Education considered Grievance on _____
(Date)

Determination: _____

Determination given to _____ on: _____
(Name(s)) (Date)


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APPENDIX "G"

TO: ASSISTANT SUPERINTENDENT FOR PERSONNEL

FROM:

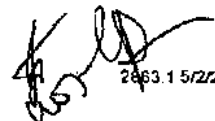
DATE:

Please be advised that I choose not to work the additional hours outside my normal work day which would allow me to work the regular 180 day minimum work year. Therefore, I am requesting that an amount of salary, equal to the time required at my regular pay rate, be deducted from my regular pay beginning on _____ and I hereby authorize the District to make such salary deductions. I understand that this deduction is in accordance with Article _____ of the current collective bargaining agreement between the District and the CSEA and that this deduction makes the yearly salary received by me consistent with the number of hours I will have actually worked this school year.

Thank you for addressing my request.

Name (print)

Signature


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